

No. 1086 Bihua Road, Tongzhou District, Nantong City, Jiangsu Province 226300

Tel.: +86 - 513 - 8060 6891 **Web.:** <u>www.alphaess.com</u>

Fax.: +86 - 513 - 8060 6891

WARRANTY CONDITIONS

For the AlphaESS Commercial and Industrial Product Series

Products

Subject to the terms and conditions detailed below, AlphaESS provides a voluntary product warranty (the Warranty) for the following products (the Products):

- Storion-H30-G3, Storion-H50-G3 system including cabinet, PCS, HV Box and EMS
- M77314-S Battery

Scope of Warranty

- This Warranty applies exclusively to newly purchased Products that have not been previously installed or used for any purpose.
- This Warranty is non-transferable, except where the Products remain installed at their
 original site (e.g., within a building). In such cases, the Warranty will automatically
 transfer to any subsequent purchaser of that building or of the Products, provided the
 Products remain in place.
- The Warranty is valid only if the Products are installed and commissioned by a properly certified and licensed installer, authorized by Alpha ESS Europe GmbH or an official Alpha ESS distributor within the covered region.
- This Warranty applies to installations within Europe, excluding Germany, Russia, and Turkey. For installations in those excluded countries, or for installations outside Europe, this Warranty does not apply. Instead, the warranty terms applicable to the respective local region, or as otherwise agreed in a separate written agreement, shall govern.

1. Warranty Period

1.1 Product Component Warranty

AlphaESS provides a standard five (5) year Product Component Warranty for all major system components listed below. The Warranty Period commences on the earlier of (i) the



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installation date at the Product Owner's property, or (ii) six (6) months after the date of production.

Product Component	Commencement Date	Standard Warranty Period
Inverter(PCS)		
EMS		
Meter		
HV Box		
Lighting, security, switch, electrical components in Cabinet	Installation Date	5 Years
Cabinet (enclosure and mechanical structure)		
Fire protection system (including smoke & temperature detectors, and aerosol fire extinguishing devices in cabinet)		

Extended Warranty

- Extended warranty options for system components (excluding batteries) may be purchased for a maximum total warranty period of up to 10 years.
- Any extended warranty must be:
 - 1. Applied for and purchased within 12 months of the original installation date; and
 - 2. Formalized through a separate Extended Warranty Agreement/Contract between AlphaESS (or an authorized distributor) and the purchaser.

Without such a separate contract, only the standard 5-year warranty shall apply.

1.2 Battery Warranty

• AlphaESS warrants the Battery for a period of ten (10) years (120 months) from the earlier of



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1. the installation date at the Product Owner's property or

2. six (6) months after the date of shipment from AlphaESS.

 This Performance Warranty applies only if the Battery is operated in accordance with the specifications and the User Manual provided by AlphaESS.

Performance Warranty

 The Warranty will automatically expire once the Battery System has reached the earlier of:

- o Ten (10) years of operation, or
- o Reaching the cumulative energy throughput (system level) specified below.

System Configuration	Cumulative Energy Throughput	
3 Battery Modules	260.28 MWh	
4 Battery Modules	347.04 MWh	
5Battery Modules	433.8 MWh	

 In case of system expansion with an additional cabinet, the cumulative throughput shall be extended in proportion to the number of modules installed, following the same calculation method as above.

• Technical Framework Agreement Precedence

In the event that a Technical Framework Agreement ("TFA") has been executed between AlphaESS (or its authorized distributor) and the Product Owner, and such TFA specifies performance warranty terms for the Battery based on the intended application or usage scenario, the performance warranty shall be governed exclusively by the provisions of the TFA. In such cases, the performance warranty terms outlined in this Warranty shall not apply, and the TFA shall prevail.

Battery Capacity Measurement condition:



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Ambient temperature: 25~28°C

Charge / Discharge method:

- 1. Randomly pick up one of the packs from the rack. Send to the test lab for capacity test.
- 2. Lay aside the battery for at least 2 hours to ensure that the battery temperature is maintained at about 25-28 °C.
- 3. Charge the battery with constant power until any cell reaches the charge cut-off voltage.
- 4. Lay aside the battery for 10 minutes.
- 5. Discharge the battery with constant power until any cell reaches the discharge cutoff voltage.
- 6. Lay aside the battery for 10 minutes.
- 7. Calculate formula is: Battery Energy(kWh) = Discharge time × Constant power value
- 8. Repeat Steps 3 to 7 twice to take the average value of Battery Energy
- 9. Charge the battery with Constant power until 30% SOC for subsequent storage.

Test value list:

Product Type	End of dis- charge volt- age (V)	Constant charge /dis- charge Power(kW)	End of charge voltage (V)
M77314-S	69.6	12.05 kW	85.2

Under the above conditions, AlphaESS guarantees that each battery module will retain at least 70% of its initial usable capacity at the end of the warranty period.

2. Replacement or Repair

 If a Product is found to be defective in materials or workmanship during the Warranty Period, AlphaESS may, at its sole discretion, repair or replace the defective Product or part thereof.



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Replacement will be carried out on a like-for-like basis where possible. Replacement
Products may be new or refurbished, but will meet or exceed the original specifications.
If an identical model is unavailable due to technological changes, AlphaESS reserves the
right to provide a functionally equivalent product of at least equal value and performance,

which may differ in size, shape, or appearance.

• When Products are replaced, the remaining Warranty Period of the original Product will

automatically transfer to the replacement unit.

2.1 Return of Defective Products

• All defective Products or components replaced under this Warranty shall become the

property of AlphaESS.

• The Product Owner must return the defective unit to AlphaESS (or its designated service

partner) within ten (10) working days after receiving the replacement unit, using the

packaging and labels provided by AlphaESS.

• If the defective unit is not returned within the specified period, or is returned in a

condition inconsistent with the reported defect, AlphaESS reserves the right to charge the

Product Owner up to the replacement value of the Product.

2.2 Costs Covered by AlphaESS

For valid Warranty claims, AlphaESS will bear the following costs:

Warranty processing and administration costs;

Replacement parts and freight for delivery of replacement units to the original purchaser;

• Reasonable reimbursement of necessary expenses directly incurred in making a valid

claim (subject to documentary evidence).

2.3 Costs Not Covered by this Warranty

This Warranty does **not** cover:

Costs of routine or scheduled maintenance of the Products;



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 Costs incurred for site services, including travel, accommodation, labor, or lifting equipment for on-site work;

- Costs associated with invalid claims (where the Product is later determined not to be defective or not covered under this Warranty);
- Any damage to property, personal injury, indirect or consequential losses arising from misuse or breach of these Warranty Conditions, except where prohibited by applicable law.

3. Preconditions for Warranty

Note: The return obligations for defective Products are defined under **Section 2** (**Replace-ment or Repair**) and form part of the Warranty requirements.

The validity of this Warranty is expressly subject to the following conditions. Failure to comply with these requirements may render the Warranty null and void:

3.1 Product Warranty

- Products must be installed and commissioned by a properly trained and AlphaESScertified installer or an authorized distributor.
- Proof of correct installation and commissioning (e.g., certificate of compliance, commissioning report) may be required.
- Any defect or failure resulting from improper installation, incorrect commissioning, or unauthorized handling is excluded from this Warranty.

3.2 Product Identification

- Products must retain their original serial numbers, nameplates, and rating labels.
- Any Product with altered, removed, or unreadable identification will not be eligible for Warranty service.

3.3 Battery Storage and Maintenance



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 Batteries must be stored indoors, in a dry, clean, and non-corrosive environment, away from direct sunlight, fire hazards, and heat sources.

• Storage conditions:

1. Short-term (≤ 1 month): -20° C to $+45^{\circ}$ C

2. Long-term (≤ 12 months): 0°C to +35°C

• Batteries not in use must be fully charged/discharged at least once every six (6) months, and thereafter maintained at 30–50% SOC for continued storage.

 Storage or handling inconsistent with the above requirements may result in performance degradation not covered under this Warranty.

3.4 Operating Conditions

• During operation, ambient temperature must remain within -30°C to +50°C.

 Products must not be exposed to direct sunlight or operated in environments exceeding +50°C.

 Installation sites must provide adequate ventilation in compliance with the User Manual and Installation Guide.

 Products that are disassembled, modified, or altered without AlphaESS's prior written consent are excluded from this Warranty.

 When installing batteries from different production batches, the difference between manufacturing/inventory periods must not exceed three (3) months. Otherwise, the system's performance may be adversely affected, and Warranty coverage may be limited.

3.5 Customer Responsibilities

 A qualified installer must be available for replacement and re-commissioning of Products during Warranty service.

• The original purchaser shall act in good faith to minimize the return of non-faulty Products and cooperate with AlphaESS in remote troubleshooting (e.g., via telephone support or PC link) prior to any replacement authorization.



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 To qualify for Warranty remedies, the Product Owner must follow the procedures set out in the Claims Process section.

4. General Exclusions

This Warranty shall not apply to defects, malfunctions, or failures of the Products arising from, or in connection with, any of the following circumstances:

- The Warranty Period for the relevant Product has expired, or the Warranty claim is not submitted within the required notification period as defined in this Warranty.
- Wrong delivery, incorrect or damaged packaging prior to installation.
- Improper storage, handling, transportation, installation, removal, reinstallation, or commissioning of the Products, including failure to comply with AlphaESS Installation Manuals, User Manuals, safety standards, or applicable regulations; or use of Products of an inappropriate type, size, or configuration for the intended purpose.
- Operation, use, or maintenance not in accordance with AlphaESS manuals, specifications, or industry best practice, including failure to perform cleaning or maintenance as recommended.
- Use, storage, or operation of the Products outside the specified operating or environmental conditions described in the User Manual or Installation Guide, including but not limited to extreme temperatures, humidity, inadequate ventilation, or other unsuitable site conditions.
- Damage caused by external environmental influences, such as contamination, moisture, corrosion, abnormal mechanical stress, electromagnetic interference, or other external factors beyond normal operating conditions.
- Damage caused by abnormal electrical conditions, including but not limited to grid
 instability, power surges, lightning, improper grounding, wiring faults, or the use of
 incompatible or non-approved electrical devices.
- Any defect, damage, or loss resulting from force majeure or extraordinary events, including but not limited to natural disasters, fire, explosion, war, terrorism, civil unrest,



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strikes, government actions, shortages of materials, pandemics, or other circumstances beyond the reasonable control of AlphaESS.

- Normal wear and tear, gradual performance degradation consistent with Product aging,
 or maintenance/replacement of consumables required as part of regular service.
- Cosmetic or surface damage (e.g., scratches, discoloration, corrosion, paint defects) that does not affect performance or safety.
- Repairs, alterations, modifications, or disassembly performed by parties not authorized by AlphaESS.
- Use of spare parts not manufactured, sold, or approved by AlphaESS, or interconnection with other products or systems not approved by AlphaESS.
- Products with altered, removed, or illegible nameplates, rating labels, or serial numbers.
- Continued operation of the Products after a defect or abnormality has been identified, or should reasonably have been identified through regular inspection or monitoring.
- Any attempt to artificially extend, reduce, or modify the life of the Products (including but not limited to software or firmware changes, reprogramming, or physical interventions) without AlphaESS's prior written approval.
- Product defects resulting from changes in national or regional laws, standards, or regulations after the date of installation.
- Any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, loss of revenue, business interruption, loss of data, loss of goodwill, reputational damage, or the cost of substitute equipment, facilities, or services.

5. Exclusions for Failure to Connect to the Internet

• If the system remains offline, the Product Owner must notify AlphaESS within three (3) months. If the system fails during the offline period, the Product Owner must notify AlphaESS within two (2) weeks of the failure.



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• The Product Owner shall implement, where possible, appropriate measures to collect and save system and product data locally during any period of Internet outage, and promptly provide such data to AlphaESS once Internet connectivity is restored. If the Product Owner fails to save such data, resulting in data loss or incompleteness, AlphaESS shall bear no liability for any warranty dispute arising from the absence of data. AlphaESS reserves the right to reject any Warranty claim that is not supported by sufficient data or evidence.

- AlphaESS shall have no obligation to provide remote support services for systems that are not connected to the Internet, including but not limited to software or firmware updates.
- Performance issues arising during any system downtime caused by Internet disconnection shall not be considered Product defects. AlphaESS shall not be liable for any indirect losses (including but not limited to loss of revenue, differences in electricity costs, or additional operation and maintenance expenses) caused by the inability to promptly identify faults during such downtime.
- Any defects discovered or reported during, or in connection with, a period of Internet
 outage must be supported with sufficient evidence (including, where relevant,
 photographs or recorded data) to enable investigation and to demonstrate, where
 possible, that the defect was not caused by the Internet outage itself.
- Each time a warranty claim is made for a Product that was not connected to the Internet, the Product Owner shall arrange for a qualified person to conduct on-site inspection and data collection, in accordance with AlphaESS's instructions.
- AlphaESS shall have no obligation to bear any costs incurred for on-site support in respect
 of systems without Internet connection, including but not limited to labor fees and travel
 expenses.

6. Non-Applicability of Warranty Claim

If a Warranty claim is reported and subsequently determined by AlphaESS or an AlphaESS-Authorized Service Partner to be invalid or not covered under this Warranty, all costs incurred by AlphaESS or its Authorized Service Partner in connection with such investigation,



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including but not limited to inspection, testing, transportation, or administrative expenses,

shall be borne by the Product Owner.

7. Out of Warranty

• For Products that are outside the Warranty Period, AlphaESS may, at its discretion and

upon written request addressed to an AlphaESS-Authorized Service Partner, provide

certain after-sales service.

All costs and expenses relating to such service, including but not limited to materials,

parts, labor, logistics, and travel, shall be borne solely by the Product Owner.

• The Product Owner shall provide a detailed written description of the defect or failure to

enable AlphaESS or its Authorized Service Partner to assess whether such defect can be

repaired or not.

• For the avoidance of doubt, nothing in this Section 7 shall constitute a commitment or

obligation by AlphaESS to provide after-sales service for out-of-Warranty Products.

8. Warranty Restriction and Limitation of Liability

• Unless otherwise expressly specified herein, and to the maximum extent permitted by

applicable law, the remedies provided under this Warranty are exclusive and replace all

other warranties, obligations, or remedies, whether oral or written, statutory or

contractual.

To the extent permitted by applicable law, AlphaESS expressly disclaims all implied

warranties, including but not limited to warranties of merchantability, fitness for a

particular purpose, and hidden or potential defects. Where applicable law does not permit

the exclusion of such implied warranties, they shall be limited in duration and scope to

the minimum extent required by such law.

No distributor, agent, employee, or AlphaESS-Authorized Service Partner is authorized to

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• The invalidity or unenforceability of any individual provision of this Warranty shall not affect the validity or enforceability of the remaining provisions.

- To the maximum extent permitted by applicable law, AlphaESS shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to:
 - loss of use, loss of income, loss of revenue (whether actual or anticipated, including contractual revenues),
 - o loss of opportunity, loss of goodwill, loss of reputation,
 - business interruption, costs of substitute equipment or facilities, or resumption of production.
- In any event, AlphaESS's liability for any cause whatsoever shall in no circumstances
 exceed the purchase price paid by the Product Owner for the specific Product giving rise
 to such liability.
- Exceptions: Nothing in this Warranty shall exclude or limit AlphaESS's liability for death, personal injury, or damage to health caused by intent or gross negligence, or for any liability that cannot lawfully be excluded or limited under applicable law.

9. **Dispute Resolution**

- In the event of any dispute regarding a Warranty claim, AlphaESS and the Product Owner
 may, by mutual agreement, appoint a first-class international testing institute to provide
 independent verification and assessment. All costs of such verification shall be borne by
 the party requesting the procedure, unless otherwise agreed.
- Unless otherwise agreed in writing between AlphaESS and the Product Owner, this
 Warranty shall be governed and construed in accordance with the laws of the country
 where the Product was originally purchased.
- Unless otherwise agreed, disputes shall be subject to the non-exclusive jurisdiction of the competent courts at AlphaESS's principal place of business.
- AlphaESS-Authorized Service Partners are not authorized to send or receive legal documents on behalf of AlphaESS.



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10. Claims Process

• If any Product fails within the Warranty Period, the Product Owner must immediately stop using the Product or the system in which it is installed by safely isolating it from any energy source, and submit a Warranty claim as soon as possible, and in any case no later than four (4) weeks after the occurrence of the event giving rise to the claim. Claims submitted after this period will not be considered.

- To make a Warranty claim under this Warranty, the Product Owner should:
 - o Contact the reseller from whom the Product was purchased; or
 - Contact AlphaESS directly through the customer feedback system on the online service platform:
 - o https://osc.alphaess.com/login, or by email at service@alpha-ess.de.
- When contacting AlphaESS, the following information must be provided:
 - o Product Owner's name, address, postal code, and contact telephone number;
 - Product model name and serial number;
 - o Proof of purchase (invoice) with purchase date and vendor address;
 - Installation date and installation address;
 - Signed commissioning report;
 - Contact details of the installer;
 - A complete and detailed description of the defect, supported by any relevant evidence such as photos or videos.
- AlphaESS will prioritize the resolution of genuine quality issues, typically by investigating
 the root cause of the failure and implementing corrective actions to prevent recurrence.
- For this purpose, it is critical that all claims are promptly submitted with full supporting documentation.



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11. Contact Details

This Warranty is offered by

Alpha ESS Europe GmbH.,

Horizon Tower 17.0G Alfred-Herrhausen-Allee 3-5 65760 Eschborn, Germany

For European Regions, please contact service@alpha-ess.de

12. Miscellaneous

This Warranty shall form an integral part of the purchase contract for the Products and shall be binding upon all parties involved.

No failure or delay by AlphaESS in exercising any right under this Warranty shall constitute a waiver of such right.

This Warranty is provided in English; translations may be provided for reference only. In the event of any inconsistency, the English version shall prevail.